



MEMORANDUM OF AGREEMENT

EFFECTIVE 19 APRIL 2002 AND EXPIRING 31 APRIL 2005

**BETWEEN
THE ADJUTANT GENERAL
STATE OF ARIZONA
AND
PHOENIX CHAPTER 71
ASSOCIATION OF CIVILIAN TECHNICIANS**

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MEMORANDUM OF AGREEMENT

BETWEEN

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STATE OF ARIZONA
AND
PHOENIX (AIR) CHAPTER 71
ASSOCIATION OF CIVILIAN TECHNICIANS

ARTICLE ONE

PREAMBLE

Pursuant to the policy set forth in Public Law, this contract and such amendments, changes and supplements thereto, as duly approved, constitute a collective bargaining agreement between the Association of Civilian Technicians, Phoenix (Air) Chapter 71, hereinafter referred to as the "Labor Organization", and the Adjutant General, State of Arizona, hereinafter referred to as the "Employer". Wherever language in this Agreement refers to specific duties or responsibilities of specific employee or management officials, it is intended only to provide a guide as to how a situation may be handled. It is agreed that management retains the sole discretion to assign work, discipline, and to determine who will perform the function discussed.

1-1 MUTUAL GOALS

The public interest demands the highest standards of performance and the continued development and implementation of modern and progressive work practices to facilitate and improve performance and the efficient accomplishment of the operations of the Phoenix Air National Guard. This agreement identifies the following mutual goals of the parties.

- a.** Promote and improve the efficient administration and operation of the Phoenix Air National Guard and the well-being of its employees within the meaning of Public Law.
- b.** To establish a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment within the jurisdiction of the Adjutant General.
- c.** To provide means for amicable discussion and adjustment to matters of mutual interest.
- d.** Promote employee communications and information of personnel policy and procedures.

ARTICLE TWO

EXCLUSIVE RECOGNITION AND COVERAGE

2-1 BARGAINING UNIT

The Employer recognizes that the Association of Civilian Technicians is the exclusive representative of all technicians in the bargaining unit.

(1) **INCLUDED**: All Arizona Air National Guard wage grade and general schedule technicians employed by the 161st ARW and 107th ACS.

(2) **EXCLUDED**: All managerial and supervisory technicians, to include those technicians involved with Federal personnel work in other than purely clerical capacity.

NOTE: In applying this paragraph, 5 U.S.C. Sec. 7112 Public Law 95-454 pertaining to supervisors and others who must be excluded from the bargaining unit will prevail. In addition, changes to the bargaining unit will be through mutual consent or as determined by a labor department clarification of the bargaining unit.

2-2 APPLICATION

This agreement, to include all articles herein, is applicable to bargaining unit technicians in the Phoenix Air National Guard without discrimination and without regard to membership in the Labor Organization.

ARTICLE THREE

MANAGEMENT RIGHTS

3-1 LAW

Management officials of the agency retain these rights, in accordance with applicable laws and regulations:

a. To determine the mission, budget, organization, number of employees, and internal security practices of the employer.

b. To hire, assign, direct, layoff and retain employees of the employer, or to suspend, remove, reduce in grade or pay, or take other disciplinary action against such employees.

c. To assign work, to make determination with respect to contracting out, and to determine the personnel by which the employers operations shall be conducted.

d. With respect to filling positions, to make selection for appointments from:

(1) Properly ranked and certified candidates for promotion; or

(2) any other appropriate source.

e. To take whatever actions may be necessary to carry out the agency mission during emergencies.

3-2 PROHIBITED NEGOTIATIONS

Nothing in this agreement shall impose upon the Employer the obligation to negotiate with the Labor Organization on matters with respect to the mission of the Employer; its budget; its organization; the number of employees; and the number, types, and grades of positions of employees assigned to an organizational unit, work project or tour of duty; or the technology, methods and means of performing work.

3-3 PERMISSIBLE NEGOTIATIONS

Nothing in this agreement shall preclude the parties from negotiating procedures which the Employer will observe in exercising any authority in carrying out of the above rights. Nothing in this agreement precludes negotiating appropriate arrangements for employees adversely affected by the exercise of any authority of the above rights by the Employer.

ARTICLE FOUR

TECHNICIAN RIGHTS

4-1 POLICIES

Parties to this agreement recognize that, "each employee shall have the right to form, join, or assist any labor organization, or to refrain from such activity, freely and without fear of penalty or reprisal, and each employee shall be protected in the exercise of such right". Except as otherwise expressed in Public Law 95-454, the freedom of such employees to assist the Labor Organization shall be recognized as extending to participation in the management of, and acting for, the Labor Organization in the capacity of an organization representative, including presentation of its views to officials of the executive branch, the Congress, or other appropriate authority. Nothing in this agreement shall require an employee to become or to remain a member of a Labor Organization, or to pay money to the Labor Organization except pursuant to a voluntary, written authorization by a member for the payment of dues through payroll deductions. In addition, the employee is not precluded from being represented by an attorney or other representative, other than the Labor Organization, of the employees own choosing, or exercising grievance or appellate rights established by law, rule or regulation except in cases of negotiated grievance or appeal procedure.

4-2 EMPLOYEE PARTICIPATION

a. The terms of this agreement do not preclude any technician of the agency from bringing matters of personal concern to the attention of appropriate officials of the National Guard and/or the Labor Organization in accordance with applicable laws and regulations.

b. The Employer recognizes the right of employees to organize and express their views collectively or to refrain from such activity; that collective employee participation in the formulation and implementation of personnel policies affecting the employees contribute to the effective conduct and the efficient administration of the Phoenix Air National Guard; and the well being of its employees require that orderly and constructive relationships be maintained.

4-3 EMPLOYER RESPONSIBILITIES

The Employer shall take such action, consistent with law or with directives from higher authority, as may be required in order to assure the employees are appraised of the rights described in this Section, and that no interference, restraint, coercion, or discrimination is practiced within the agency to encourage or discourage membership in the Labor Organization. The Employer agrees to continue to demonstrate its affirmative willingness to bargain with the Labor Organization and its representatives. Existing regulations maintained by management affecting personnel policies, practices, and working conditions will be made available to employees when requested.

ARTICLE FIVE

LABOR ORGANIZATION RIGHTS AND DUTIES

5-1 EXCLUSIVE REPRESENTATIVE

The Labor Organization is the exclusive representative of the bargaining unit and is entitled to act for, and to negotiate agreements covering, all technicians in the bargaining unit. The Labor Organization is responsible for representing the interests of all members of the bargaining unit it represents without discrimination and without regard to Labor Organization membership.

5-2 REPRESENTATION

An exclusive representative of the local Labor Organization shall be given the opportunity to be represented at any formal discussion between one or more representatives concerning any grievance or any personnel policies or practices, or other general conditions of employment. A representative of the local labor organization shall be given the opportunity to be represented at any examination of an employee in the unit by a representative of the Employer

in connection with an investigation if the employee reasonably believes that the examination may result in disciplinary action against the employee and if the employee requests the representation.

5-3 DISCRIMINATION

The Labor Organization will not interfere with, restrain, or coerce any employee in the exercise of their rights under law. The Labor Organization will not coerce, discipline, fine, or attempt to coerce a member of the Labor Organization as punishment, reprisal, or for the purpose of hindering or impeding the member's work performance or productivity as an employee, or the discharge of the member's duties as an employee. The Labor Organization will not discriminate against an employee with regard to the terms or conditions of membership in the Labor Organization on the basis of race, color, creed, national origin, sex, age, political affiliation, marital status or handicapping condition.

5-4 PROHIBITED ACTIVITIES

The Labor Organization will not call or participate in, a strike, work stoppage, or slowdown, or in the picketing of the Employer in a labor/management dispute if the intent of such picketing interferes with the Arizona Air National Guard operations. The Labor Organization will not condone any such activity by failing to take action to prevent or stop such activity.

5-5 ENFORCEMENT

The Labor Organization recognizes the joint responsibility with the Employer for the administration and enforcement of this agreement.

5-6 INTERNAL BUSINESS

It is agreed that internal Labor Organization business such as soliciting membership, collecting dues, electing officers, meetings, posting and distributing literature will be conducted during non-duty hours of the employees involved.

ARTICLE SIX

LABOR ORGANIZATION AND SHOP STEWARDS

6-1 EXECUTIVE COUNCIL

The officials of the Labor Organization will consist of the following: Executive Council, elected by the membership to include; a. President, b. Vice President, c. 1st Vice President, d. 2nd Vice President, e. Secretary, and f. Treasurer.

6-2 STEWARD ASSIGNMENTS

Stewards will be appointed by the Executive Council. The number of stewards shall not exceed eight (8). Steward assignments are also the responsibility of the Executive Council. Representational duties of each steward will be assigned by the Executive Council as needed, as will each steward's functional area. For the purposes of annual training, only six of these stewards may be granted official time for any one training session.

6-3 NUMBER OF STEWARDS

The number of stewards will be sufficient to represent all employees of the bargaining unit. This number is to be a joint agreement of management and the Labor Organization with special consideration for TDY and shift work.

6-4 SHOP STEWARDS

The steward is the official Labor Organization representative for the bargaining unit members and will be consulted by management officials regarding changes in conditions of employment. It is understood that the stewards may speak for the employees of the section, regarding the provisions of the contract, but will not make decisions on the intent of any articles.

6-5 LIST OF OFFICERS AND STEWARDS

The Labor organization will furnish a complete list of officers and stewards and their designated areas after each election or anytime a change occurs.

ARTICLE SEVEN

BUSINESS OFFICE AND ADMINISTRATIVE COOPERATION

7-1 OFFICE

The Employer will continue to provide private, secure office space of sufficient area equivalent to that of the current office. The office will be environmentally supported in the same manner as the rest of the building.

7-2 TELEPHONE

Class A telephone service will be provided by the Employer. The labor Organization is responsible for obtaining any other telephone service required. The Employer will provide access to a facsimile machine. Any cost incurred for all labor organization long distance charges will be paid through the use of the Labor Organization's telephone credit card. An outside private phone line may be added. Labor organization agrees to pay any and all costs associated with installation, use and maintenance of line.

7-3 FURNITURE

The Labor Organization will be afforded the opportunity to screen excess office furniture and utilize available furniture.

7-4 BULLETIN BOARDS

The Employer agrees that the Labor Organization shall be afforded bulletin board space for the display of Labor Organization material as follows:

- a. On existing "consolidated" bulletin board, sufficient space to allow for posting of Labor Organization material.
- b. If sufficient space is not available or there is no "consolidated" bulletin board in the facility, or building, the Labor Organization may place one bulletin board per building.
- c. Existing Association of Civilian Technician bulletin boards will remain in place.
- d. If a shop/work area does not have a bulletin board, wall space will be made available in a high visibility area for the purpose of identifying the shop steward. The Labor Organization agrees that if such additional space is required, agreement will be reached with the area supervisor(s) and the shop steward as to appropriate location, size and type.

7-5 COPIERS AND COMPUTER

The Employer assures the Labor Organization the right to use existing copiers with notification to the account manager. The Labor Organization also has the right to access of a computer terminal and printer. Any software used by the Labor Organization for its business must be purchased by the Labor Organization in accordance with applicable copyright laws.

7-6 DISTRIBUTION

A distribution box will be provided to the Labor Organization at the Central Distribution Point.

7-7 THE CONTRACT

The Employer will cause a copy of this agreement to be provided electronically or printed and a copy furnished to each bargaining unit member currently employed at the time the agreement becomes effective. The cost of publishing the agreement will be borne by the Employer to furnish no more than 134 hard copies.

ARTICLE EIGHT

EMPLOYEE TITLE

8-1 CORRESPONDENCE

Correspondence between Management and Labor Organization officials acting on behalf of the bargaining unit or bargaining unit members officially representing the Labor Organization shall not include reference to the bargaining unit member(s) military rank. This same consideration shall apply to correspondence with members of the bargaining unit who are involved in any Labor/Management dispute arising from this agreement.

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ARTICLE NINE

GOVERNMENT PROPERTY AND EQUIPMENT

9-1 SECURITY

The security of government equipment and property is a responsibility of all employees. To this end, all individuals will insure government property and equipment within their control is properly secured or otherwise protected from theft or unauthorized use.

ARTICLE TEN

COMMUNITY SUPPORT

10-1 CIVIC RESPONSIVENESS

The Labor Organization will support Management in matters of mutual civic responsiveness. The support will normally be in the form of participation in such activities as fund drives, blood donor programs, participation in civic events and the travel reduction program, fostering pride and responsibility among unit members. It is understood that such support would be voluntary in nature.

10-2 SUPPORT

The Labor Organization agrees to cooperate with Management in these truly voluntary and worthy efforts and to lend its support to these worthy causes. In conducting these drives, the parties will be guided by appropriate regulations which specify that no compulsions or reprisals will be tolerated.

ARTICLE ELEVEN

Article Left Intentionally Blank

ARTICLE TWELVE

PERTINENT INFORMATION

12-1 EMPLOYER INFORMATION

The Employer agrees to make available all pertinent Federal Personnel Manuals FPM's, Technician Personnel Regulations TPR's and additional policies and directives of the agencies (NGB and OPM) during normal duty hours when requested by the Labor Organization. The Labor Organization will also be placed on direct distribution for the following: HRO website Newsletters, Job Announcements, either email or hard copy and Adjutant General Policy letters.

12-2 LABOR ORGANIZATION INFORMATION

The Labor Organization agrees to provide the Employer with any pertinent labor/management relations publications and directives that they receive. Current bargaining unit members list will be provided to HRO.

12-3 SUPERVISORS LIST

A list of supervisory positions and names will be provided to the Labor organization upon request.

ARTICLE THIRTEEN

NEW EMPLOYEE COUNSELING PROCEDURES

13-1 PROCEDURES

The intent of this article is to establish procedures to assure that a new employee will, upon entry into the Technician program, be counseled on all aspects of technician employment.

13-2 NOTIFICATION

A checklist will be used to cover all items that each new Technician must be made aware of. The Labor Organization will be afforded the opportunity to provide Labor Organization information in "New Employee" packets. After the employee has been counseled, management will provide the Name and Duty Section to the Labor Organization to include members in geographically separated units. This will serve as the official notification that a new employee has been hired. The Labor Organization will receive this written notification within five (5) workdays of new employee counseling.

13-3 FAMILIARIZATION

It is agreed that the shop steward will be afforded time to meet with the new employee, based on mission requirements. At this time the shop steward will discuss the current labor/management agreement.

ARTICLE FOURTEEN

Article Left Intentionally Blank

ARTICLE FIFTEEN

PAYROLL DEDUCTIONS

15-1 WITHHOLDING FORM

The Standard Form 1187 for dues deduction will be supplied by the Labor Organization and will be used as the authorization of payroll deduction for dues.

15-2 PROCESSING

The completed standard form will be given by the Labor Organization through HRO LRS to the Civilian Pay Office.

a. The standard form will be completed and certified as to the amount of withholding (.007 of base pay) and that the member has been advised of the contents of the form, and the individual's earliest date of dues revocation will be annotated on the form and initialed by the individual.

b. The standard form may be submitted at any time. The effective date for withholding will start by the first pay period beginning after the submission of the form to the Civilian Pay Office. Adjustments to dues allotments will occur within two (2) pay periods whenever the member's rate of base pay changes.

c. An allotment shall be terminated when the employee leaves the bargaining unit as a result of any type of separation, transfer, or other personnel action; upon loss of exclusive recognition by the Labor Organization; when the agreement providing for dues withholding is suspended or terminated by an appropriate authority outside DOD; or when the employee has been suspended from the Labor Organization.

(1) When a Technician is temporarily promoted or detailed to a position outside of the bargaining unit, the Employer agrees to automatically reinstate the employee's dues withholding upon return to the bargaining unit. The dues withholding will begin the first partial/full pay period the employee returns to the bargaining unit.

(2) It is the individual's responsibility to maintain dues payments, if the employee so desires, in order to protect union associated insurance or other union benefits.

15-3 DUES WITHHOLDING

The Employer agrees to provide a listing to the Labor Organization of those persons from whom a payroll deduction was made. The listing will contain the name and SSN of the Civilian Technicians of the Labor Organization having current dues withholding allotments on file, the amount withheld from each member's pay, and a statement showing the total amount withheld. The remittance check and one copy of the listing will be forwarded to an address to be provided by the Labor Organization.

15-4 DUES REVOCATION

The Employer agrees to provide the employee with copies of the standard form 1188 for use in revoking dues allotments. Employees wishing to revoke their dues withholding may obtain a Standard Form 1188 from the HRO office.

- a. The individual will return the completed standard form to the Civilian Pay Office.
- b. The Civilian Pay Office shall date and initial all copies of the standard form upon receipt from the individual. The second copy of the standard form shall be forwarded by the Civilian Pay Office to the Labor Organization within three (3) working days after receipt of the signed form from the employee.
- c. The first day of September shall be the annual dues revocation date established by this agreement. All dues revocation forms must be received by the Civilian Pay Office not later than 15 August. Dues revocation shall not become effective until the first full pay period in September.
- d. New members shall have the option of dues revocation on the first annual anniversary date after his/her election to participate. Dues revocation form must be submitted to the Civilian Pay Office not later than the last work day in the month preceding his/her anniversary date. Effective date of revocation will be the first full pay period after his/her anniversary date. After the first anniversary date, revocation may only be made in accordance with Section 15-4c above.

15-5 ANNUAL NOTIFICATION

It is agreed that once a year, in the 1st Quarter, this article will be published in the Human Resources Office Newsletter or electronically. This will constitute the annual notice affecting dues withholding revocation.

ARTICLE SIXTEEN

HOURS OF WORK

16-1 WORK WEEK

The administrative workweek shall be seven consecutive days, Sunday through Saturday. The basic workweek shall be five consecutive days within the administrative workweek or a compressed work schedule that provides for 80 hours of work in each two-week pay period. The Employer agrees to consult with the Labor Organization before changing the normal prescribed standard working hours.

16-2 SHIFTS

Standard working hours for the regular Monday through Friday tours of duty that apply to the 161ARW, 107ACS, are 0630 to 1615 with a forty-five (45) minute lunch period normally lasting from 1130 to 1215. Areas requiring twenty-four hour coverage will be normally scheduled in eight (8) hour shifts with lunch time to be included in the shift if mission requirements dictate. The compressed work schedule to be utilized is defined as a pay period having five (5) workdays in one week and four (4) workdays in the other. Employees will work eight (8) nine-hour days (72 hours) and one (1) eight-hour day for a total of eighty (80) hours each pay period. The eight-hour day shall normally be the first Friday of the pay period and the extra day off shall normally be on the second Monday.

16-3 LUNCH PERIODS

Lunch period shall not normally be interrupted by work calls or other official business. Management will make every reasonable effort to divide the workload to allow the uninterrupted lunch break. In event the lunch period is interrupted or not started due to mission, requirements or operational necessity, the employee will be given the option to reschedule the full lunch period or take a lunch break of twenty (20) minutes or less within close proximity to their work station and be available for work assignments. Any duties performed during the 45 minute lunch period will be considered compensatory time.

16-4 ALTERNATE WORK SCHEDULES

It is recognized by the Employer and the Labor Organization that in order to expedite the mission of the organization and maintain effective scheduled operations on a sound economic basis, it maybe necessary to assign certain personnel to a tour of duty outside the basic workweek. Therefore, the hours of work and the basic workweek of five consecutive eight-hour days or the compressed work schedule may be changed by the Air Commander for the 161ARW and/or the Commander for the 107ACS, or designated supervisors. Consideration for the suggestions, opinions and desires of the technicians involved will be given.

16-5 SHIFT CHANGE NOTIFICATION

Technicians will be notified no less than fourteen (14) days in advance of a shift change. Technicians will be notified of unusual work schedules or duties no less than fourteen (14) days when possible. A situation which imposes immediate and unforeseen work requirements as a result of natural phenomena or mission related circumstances beyond the Employer's reasonable control or ability to anticipate, are excluded from the fourteen (14) day notice requirement. Normal shift and work changes will be I/A/W 5 CFR 610.121.

16-6 OVERTIME

The administration of any necessary overtime work is solely a function of the Employer. Factors which will be considered include: the nature of the work, the need for special skills,

the priority of productive or support effort, and the number of employees required. Management may also consider outside activities of the individual employee when making overtime assignments. First consideration for the overtime shall be given to those employees who are currently assigned to the job. Second consideration will be given to those qualified employees in the area of function where the overtime work is required. Employees will be selected for overtime work on a fair and equitable basis consistent with job and skill requirements.

16-7 STANDBY

No standby at home in non-pay status will be required of any technician.

16-8 REST PERIODS AND PERSONAL

The Employer and the Labor Organization agree that:

a. One fifteen (15) minute rest period is authorized for each minimum four (4) hour period of work.

b. Ten (10) minutes for personal clean-up time will be allowed prior to the employee's lunch period. Employees will also be allowed to cease work ten (10) minutes prior to the end of their shift for personal clean-up time.

c. Supervisors may grant specific employees longer periods of clean-up time when the nature of the work being performed justifies a larger amount.

d. Clean-up time will not be used to extend an employee's regular scheduled tour of duty nor will it be the basis of granting compensatory time unless the employee was prevented from using the normal, allowable clean-up time because mission requirements.

16-9 PREMIUM PAY

All shift, holiday and Sunday premium pay will be paid as authorized by laws or regulations.

ARTICLE SEVENTEEN

COMPENSATORY TIME

17-1 GENERAL

Technicians will be given compensatory time for the amount of time spent by them in overtime work in excess of their scheduled tour of duty. Overtime pay is not authorized for National Guard Technicians.

17-2 CALL-INS

Technicians who are required to return to work in an emergency or other unscheduled situations are authorized compensatory time. Management will exert every reasonable effort to schedule such work for not less than three (3) hours.

17-3 ANNUAL LEAVE

Use of compensatory time may be granted for performance of inactive duty training or active duty for training instead of annual leave or leave without pay.

17-4 RETIRING OR RESIGNING

Technicians retiring or resigning must use accrued compensatory time prior to termination. Lump sum payment for unused compensatory time is not authorized.

17-5 TEMPORARY EMPLOYEES

When a temporary employee accrues compensatory time the temporary employee will notify supervisor of compensatory time. Supervisor will afford opportunity for the temporary employee to use his/her acquired leave. It is the temporary employee's responsibility to coordinate with supervisor the accrued compensatory time off within the time of employment.

17-6 ADMINISTRATION

a. Compensatory time will be administered between the immediate supervisor and the individual concerned. Such time will be administered in the same manner as annual leave. Compensatory time should be taken within twenty six (26) pay periods from the pay period in which it was earned.

b. Employees who are dissatisfied with the administration of their compensatory time may have the matter resolved under the grievance procedures established in this agreement.

ARTICLE EIGHTEEN

LEAVE

18-1 ANNUAL LEAVE

a. Annual leave will be administered on a uniform and equitable basis within the scope of applicable regulations. The first line supervisor is the Employer's representative charged with the duty of administering annual leave.

b. The Employer will make every reasonable effort to honor the leave requests for the employees. The only basis for refusal of annual leave is mission accomplishment. Each technician may be advanced annual leave in the amount that will normally accrue during the current leave year.

c. **Unscheduled Annual Leave -----** The employee will contact the supervisor before the start of the shift. The Employer agrees to grant the request for unscheduled annual leave if possible with regard to mission accomplishment. In situations where the employee finds it impossible to contact the supervisor a one hour grace period is in effect. Notification that does not meet the one hour criteria will be dealt with on a case by case basis. The supervisor may request documentation to substantiate an emergency.

d. Annual Leave/Sick leave may be charged in Quarter (1/4) hour increments.

18-2 SICK LEAVE

a. Approval of sick leave for prearranged medical, dental, and optical appointments and care of ill family members must be secured in advance and the technician should secure such appointments outside duty hours when possible. When incapacitated for duty, the technician should notify his/her immediate supervisor as soon as possible, but normally not later than one hour after his/her shift begins.

b. A medical certificate may be required for all absences whenever there is a reason to believe that the sick leave privilege is being abused. (Example: absences of short duration which occur at frequent intervals) In such cases the supervisor will counsel the technician and advise him/her, in writing, that a medical certificate will be required to support any future grant of sick leave regardless of duration. The technician may be counseled on at least one occasion before he/she is required to furnish a medical certificate for future grant of sick leave. The notice that a medical certificate will be required for any future sick leave will remain in effect for a period of one hundred and forty-five (145) days.

c. Sick leave may be advanced to a technician not to exceed a total of 240 hours, subject to the following:

(1) All compensatory leave will be used before advancement.

(2) All available or accumulated sick leave will be used before advancement.

(3) Annual leave that would otherwise be forfeited must first be used.

(4) The request for advancement of sick leave will be supported by a medical certificate.

(5) There is reasonable assurance that the technician will return to duty to earn and repay advance credits.

d. Advance Sick Leave approved by Air Commander.

18-3 MATERNITY LEAVE

The Employer agrees that the basis for length of maternity leave shall be determined by the employee and her doctor. This leave period may include a pre-delivery period, delivery, post-natal recovery period and bonding time. The employee may choose to use any combination of sick, annual, comp, or leave without pay for maternity purposes. An employee on maternity leave may be eligible for the leave transfer program.

18-4 MILITARY LEAVE

Military leave is a special form of leave granted to government employees for the purpose of performing military duty/training on an annual basis. The Employer agrees that Technicians will not be required to use military leave to perform military duty. It is recognized that the employee has the right to carry-over 120 hours from one fiscal year to the next.

18-5 LEAVE WITHOUT PAY (LWOP)

LWOP is an approved absence without pay upon the employees request. Granting of LWOP may be appropriate in the following situations:

- a. job related school/training
- b. any program of interest to the government
- c. extended incapacitation
- d. personal/family emergencies

18-6 BLOOD DONATION

The Employer and the Labor Organization recognize the importance and humanitarian need for community blood donors. When community need for blood donors arise and work requirements allow for employee donors to be released, the employee will be in an excused absence. Depending on the community needs and consistent with safe medical practices, excused absences normally will be two (2) hours. Up to an additional two (2) hours may be granted to the individual if he/she is not fit to return to work, as determined by medical authority at the blood donation center.

18-7 LEAVE TRANSFER

The leave transfer program is a program to donate leave to another employee's leave account. When need arises, this program will be implemented in accordance with, while in affect, applicable regulations current at the time the need exists.

ARTICLE NINETEEN

OFFICIAL TIME FOR LABOR ORGANIZATION REPRESENTATIVES

19-1 OFFICIAL TIME

Official time will be made available without loss of annual leave during normal duty hours for the labor organization representatives to carry on business that is of mutual interest to the employing agency and the labor organization. Official time provisions encompass negotiations between a labor organization representative and an agency representative, regardless of whether such negotiations pertain to the negotiation or re-negotiation of a basic collective bargaining agreement.

19-2 APPROPRIATE USES OF OFFICAL TIME

Official time will be granted in the following manner. The labor organization representatives will notify their immediate supervisor and obtain concurrence prior to leaving their assigned area. Permission will not be denied or delayed except for compelling mission requirement. For the purposes of this section compelling is defined to mean: Job requirements above and beyond the representative's normal day-to-day duties. The supervisor may delay the representative for only the length of time that the mission requires the presence of that representative. Stewards will normally report back to their supervisors upon return to their work section. Official time provisions include, but shall not be limited to:

- a.** Steward(s) conferring with employees and/or supervisors on grievances.
- b.** Labor management - meetings will be held as needed for the parties to meet and confer, and when required, bargain procedures on the implementation of policies which affect working conditions or for the labor organization to make recommendations to management. These meetings may be called by either party, as required.
- c.** Preparatory time for pre-negotiations, negotiations, appeal(s), grievances, complaints or labor/management meetings scheduled in advance.
- d.** Travel time to and from pre-arranged meetings with the Adjutant General or other management officials. Travel will be IAW applicable JTR/regulations when these meetings are scheduled outside of the local area.
- e.** To prepare and maintain records and reports required of the union by federal agencies. To maintain financial records and books required to complete IRS reports.
- f.** Reasonable time will be allowed union officials and employees to change clothes prior to and subsequent to the situations contained in the CIVILIAN ATTIRE section 19-4 below.

19-3 REPRESENTATIVE TRAINING

The labor organization is authorized official time for training of shop stewards. Each steward position is authorized six (6) days of training per year for the duration of this agreement. Each executive board member shall be authorized twelve (12) days of administrative leave, per year, for labor organization sponsored training, or outside training programs. It is understood

that this training will be of mutual concern to management and the employee as a representative of the labor organization. The labor organization will request this leave by letter, including the agenda of the training, for approval by the Human Resources Office.

19-4 CIVILIAN ATTIRE

Labor Organization representatives are not required to wear the military uniform while performing representational functions or other Labor Organization activity related functions. These functions include but are not limited to the following:

- a. While engaged in negotiations of any kind with agency officials.
- b. Labor/Management meetings with agency representatives.
- c. Labor/Management seminars in state.
- d. Labor/Management seminars at commercial facilities sponsored or hosted by the National Office of the Association of Civilian Technicians, U.S. Department of Labor, Department of Defense, Wage Fixing Authority, etc.
- e. Performing representational duties on behalf of bargaining unit members, to include investigations of complaints.
- f. When representing the labor organization on committees, at hearings, or at third party proceedings.
- g. Employees in the Bargaining Unit will not be required to wear the military uniform while,
 - (1) processing a formal grievance at any step of the negotiated grievance procedure, or
 - (2) appearing as a grievant or witness in any third-party -proceeding.

NOTE: The intent of section 19-4g does not affect either party's position in any future negotiations over workplace attire.

ARTICLE TWENTY

LEAVE OF ABSENCE

20-1 APPLICATION PROCEDURE

The Employer agrees that when adequate advance written notice is given, an employee in the unit who has been elected or appointed to a Labor Organization office, or as a delegate to an

A.C.T. activity requiring an extended leave of absence, may be granted annual leave and/or leave without pay. Such leave of absence shall not exceed one (1) year for each application

ARTICLE TWENTY-ONE

DETAILING AND TEMPORARY PROMOTION

21-1 DETAILING

a. A detail is an official personnel action by which an employee is assigned duties and responsibilities other than those of his/her permanent position, but receives the salary attached to that permanent position. Details provide a means by which current employees may be effectively used to perform work for which no continuing need exists, or to perform the duties of an existing position on a temporary basis.

b. Management realizes and acknowledges that details of employees out of their specialty must be used in a judicious manner. Details are intended to meet temporary situations, such as emergency workload, absences of employees, pending authorization and classification of the new positions or other types of manpower needs that can not be met by normal personnel actions.

c. When practical, required SF 52s for details will be prepared prior to detailing employees.

(1) Details of 30 days or less may be documented on NGB Form 904-1.

(2) Details of more than 30 days will be accomplished on Standard Form 52 with the reason(s) for the detail.

21-2 TEMPORARY PROMOTIONS

d. An official detail of an employee to an established higher grade position exceeding 60 days will allow a noncompetitive temporary promotion to be effected not to exceed 60 days provided the employee meets all regulatory and qualification requirements and an Standard Form 52 has been received in the HRO/MPF prior to the proposed effective date of the temporary promotion. Any prior service under details to higher grade positions or temporary promotions to higher grade positions during the preceding 12 months will count toward the 120 days noncompetitive limitation.

e. A detail of more than 120 days to a higher grade position or to one with known promotion potential must be made under merit promotion procedures.

f. Management will keep details within the shortest time limits practicable and will make continuing efforts to secure necessary services through the use of other appropriate personnel actions.

ARTICLE TWENTY-TWO

MERIT PROMOTION AND INTERNAL PLACEMENT

22-1 PURPOSE

To provide upward mobility for bargaining unit technicians by giving full consideration to the on-board Civilian Technician Force. To provide procedures that will insure that each technician receives full consideration for all bargaining unit position vacancies for which they qualify. Management officials have a special responsibility for seeing that violations do not occur either by error or design.

22-2 OBJECTIVES

- a. This article will be used for filling bargaining unit vacancies that management elects to fill in the excepted and competitive services of the Phoenix Air National Guard and will be used for all promotions and competitive reassignments.
- b. To present for management's consideration qualified applicants.
- c. To give technicians an opportunity to receive fair and appropriate consideration for higher level jobs.
- d. To insure maximum utilization of technicians.
- e. To provide an incentive for technicians to improve their performance and develop knowledge, skills and abilities.
- f. To provide attractive career opportunities for technicians.

22-3 DEFINITIONS

- a. Bargaining unit position: Reference Article 2-1 within the 161st ARW or 107th ACS that when encumbered by a Civilian Civil Service employee would be considered within the "appropriate unit" as defined by 5 U.S.C. Sec. 7112. Positions in this regard currently encumbered by Active Guard/Reserve (AGR) personnel are not considered "bargaining unit positions" until vacated.

b. Full-time employee: Any individual employed in a permanent, full-time position within the Phoenix Air National Guard at the time the relevant job announcement was opened. (Civilian Technician or AGR status only)

c. Competitive Positions: These positions will be filled with complete adherence to all regulatory and statutory requirements as well as in keeping with Section 22-9(b) of the agreement. The filling of these positions will not be effected by any provisions of the agreement, whether actual or implied, unless they are in complete agreement with all applicable Federal regulations and laws.

d. Promotion: The movement of an employee while serving continuously within the same agency to a position at a higher grade level within the same job classification system and pay schedule, or to a position with a higher rate of basic pay in a different job classification system and pay schedule.

e. Internal Placement: Changing of a technician from one position to another through the competitive process, but with limitations to those technicians currently employed by the unit at the time of the advertisement of the position.

f. Rating Panel: The Employer's representatives that rate all applications in accordance with the criteria established by this article for the purpose of determining the best qualified applicants.

g. Selecting Supervisor: As designated on the vacancy announcement.

22-4 EMPLOYEE RESPONSIBILITIES

Individuals are responsible for familiarizing themselves with the provisions of this article and assuring that applications are accurate and complete in relation to the present duties being accomplished and the position being applied for.

22-5 EXCEPTIONS TO COMPETITIVE PROCEDURES

a. Promotion due to the issuance of a new classification standard, the reclassification of a position, or correction of a clerical error, provided that all incumbents are to be affected equally.

b. Placement of over-graded technicians entitled to grade retention as a result of RIF or reclassification.

c. Promotion when competition was held earlier (i.e., position is advertised with known promotion potential).

d. Re-promotion to the same grade or an intervening grade of a position from which a technician was demoted without personal cause and not at his or her own request, if the down-grading has occurred within two (2) years.

e. A trainee to the full grade of the position if the trainee has received the position through previous competition.

f. Position changes required by the RIF article of this agreement.

g. Selection of a former technician from the re-employment priority list for a position at the same or lower grade than the one last held. This provision is applicable to those who have lost employment at the Phoenix Air National Guard within the past two (2) years.

h. Temporary promotion of 120 days or less.

i. Detail for 120 days or less to a higher graded position or to a position with known promotion potential.

22-6 TEMPORARY POSITIONS

Temporary appointments with indefinite time limitations will normally be announced and filled using the procedures within this article.

NOTE: Any Civilian Technician employed without competition will not be considered as Area I candidates for Area I job announcements. See paragraph 22-9.

22-7 VACANCY ANNOUNCEMENTS

Each vacancy to be filled will be announced by a posted written notice by the Human Resource Office. As a minimum, the vacancy announcement will contain the following information:

a. Title, series, grade, and salary range of the position

b. Type of appointment - competitive or excepted.

c. Military Requirements - applicant does not have to be assigned to the position or possess the AFSC to apply or be considered for selection.

d. Summary of duties and minimum qualification, general and specialized experience requirements.

e. Organization and geographical location of the position.

f. Information regarding known promotional potential, if any.

- g.** Opening and closing dates and how to apply.
- h.** Equal employment opportunity statement.
- i.** The knowledge, skills, and abilities factors by which applicants will be rated for the open position.
- j.** Whether or not apprentice employees will be accepted.
- k.** Instructions for applying. (i.e. Optional Form 612 and supporting documents)
- l.** Area of consideration.
- m.** Selective Service registration statement.
- n.** Selection Placement Factors: Any special job requirements, i.e., security clearance, drivers license.

22-8 VACANCY POSTING AND TIME LIMITS

Vacancy announcements will be posted for a minimum of fifteen (15) calendar days, in a central location within each of the major work sections. A copy will be provided electronically to the Union functional address.

The selection process, including the rating panel, will be concluded within forty-five (45) calendar days after the vacancy announcement closing date, or if extenuating circumstances dictate otherwise.

22-9 AREA OF CONSIDERATION

The intent of this paragraph is not to preclude management from soliciting or considering other applicants or expanding the area of consideration. However, it is the intent of this paragraph that for vacant positions; the initial area of consideration will be all full-time employees. All candidates will meet minimum qualifications as announced on the job announcement. The areas of consideration for each specific position vacancy announcement will be in the following manner and sequence:

- a.** Excepted positions:
 - (1)** All full time employees.
 - (2)** All members of the Arizona Air National Guard or those eligible for membership.
- b.** Competitive positions: (The DOD Stopper List will be cleared prior to any placement of competitive employees.)
 - (1)** All competitive technicians in the PHX ANG.

- (2) Certified candidates from the Federal Register.

22-10 APPLICATION PROCEDURES

The application is the document by which the individual's qualifications for the position are determined. It must, therefore, reflect the applicant's current and past employment data as well as all duty assignments, qualifications, and training. Complete and accurate data is essential to insure fair evaluation of candidates. **APPLICANTS MUST SPECIFICALLY ADDRESS THE BASIC ELIGIBILITY FACTORS (WHICH INCLUDES GENERAL AND SPECIALIZED EXPERIENCE) AND THE KSA FACTORS AS STATED ON THE VACANCY ANNOUNCEMENT.** Along with the application form discussed below, supplemental forms that show all of the candidates qualifications may be submitted. Applications will be submitted as follows:

- a. Applications must be received by the Human Resource Office no later than the close of business on the closing date specified on the vacancy announcement. Government postage will not be utilized to mail the application.

- b. Current technicians will apply on forms outlined on the specific job announcement. It is highly recommended that personnel applying fill out a brand new Optional Form 612, resume or equivalent for the position, to include all recent technician and military experience. (A HANDOUT IS AVAILABLE FROM HRO OR REMOTE DESIGNEE WITH SPECIFIC INSTRUCTIONS FOR COMPLETION OF THE Optional Form 612)

22-11 PROCESSING APPLICATIONS

The Human Resource Office will ascertain that only applications that are received on or before the closing date will be considered and will retain proof of envelope postmark for thirty (30) days after the selection is made for any given position.

22-12 ESTABLISHMENT OF KSA FACTORS

The knowledge, skills and abilities factors (KSA) required for the position to be filled will be prepared by the Employer or his designee prior to the advertisement of the position. The HRO may consult with management and/or the Labor Organization regarding the preparation and determination of the KSA factors. The number of KSA factors will always be at least three (3) but no more than ten (10).

22-13 RATING PANEL

- a. The rating panel will consist of not less than three (3) members. Two (2) members will be selected from the technical area of the promotion concerned, if possible. One member will be from outside of the affected major section. The HRO, or his/her designated representative, will serve as an advisor to the rating panel.

- b.** Candidates for promotion vacancy cannot serve on the rating panel.

22-14 EVALUATING AND RATING

As a suggestion the selecting official will use 161 ARW Form 45 to rate all candidates and grade as a minimum the following:

- a.** A point system will be utilized to rate all candidates. Items to receive ratings as a minimum are:

- (1)** Degrees/Diploma applicable to position
- (2)** Experience
- (3)** Quality of experience relating to this position
- (4)** Training
- (5)** Appearance of application

- b.** The overall rating of the application evaluation and interview for each category will be combined, and the total score for all categories will be recorded on the referral and selection register.

22-15 REFERRAL OF CANDIDATES

- a.** Following the evaluation of candidates, the HRO will refer all candidates to the selecting official (Reference 22-9).

- b.** HRO will advise, in writing, those individuals who did not meet the minimum qualifications required for the position.

- c.** Upon request, the HRO will provide the Labor Organization with a copy of the Referral and Selection Register. Confidentiality of the Referral and Selection Register will be maintained by the Labor Organization.

22-16 SELECTING OFFICIAL ACTIONS

Selecting officials have the right to select or not select any of the candidates referred to them. This action is included within the forty-five (45) day period reserved for the selection process. (See para 22-8.) The selecting official will proceed as follows:

- a.** Provide for a fair and impartial interview of each eligible candidate listed on the referral and selection register who is available for interview. If personal interviews are not possible telephone interviews will be conducted. This provides another means of evaluating

and comparing and gives eligible candidates a chance to discuss the position and their qualifications.

b. After interviewing the candidates, make the selection, or provide written, definitive, and reasonable justification to the Human Resource Officer for non-selection for each candidate on the referral and selection register.

(1) For the purpose of this section the term "definitive and reasonable" means: An explanation for non-selection which provides a non-selected, Area-I candidate with the information as to the area(s) where the applicant needs to improve.

(2) Once justification has been accepted by the HRO, the remaining candidates will be submitted to the selecting official.

(3) The selecting official will then complete the actions in paragraph a. for those remaining candidates.

(4) After interviewing, should the selecting official conclude that none of the remaining candidates are to be selected, the selecting official will complete the requirements of this paragraph prior to requesting, in writing, any certificates from any other source.

c. If a selection is made, the selecting official and nominating official will sign and return the certificate to the Human Resource Office.

d. Insure employees hired in a trainee status will be informed of the approximate duration of the training necessary to become fully qualified.

e. If for some administrative reason the selection process cannot be completed the selection package will be returned to the HRO. The selecting official will notify the candidates of the delay, i.e. lack of funding.

22-17 EMPLOYER ACTION

a. The selecting official will notify all individuals on the referral and selection register (AZNG Form 335-5-R) of the selection, or non-selection by letter.

b. HRO will advise, in writing those individuals who did not meet the minimum qualifications required for the position.

22-18 RELEASE OF SELECTEE

After selection for promotion/placement, a technician must be released promptly from his/her present position. Release will normally be within two (2) weeks after the selection, either on

the start of the 1st day of the next pay period or the fill date as specified on the vacancy announcement.

22-19 EXPIRATION OF SELECTION CERTIFICATE

If the vacant position is not filled, the selection register (AZNG Form 335-5-R) will remain in effect for one (1) year, unless those on the register agree in writing to withdraw from the register.

22-20 PLACEMENT/PROMOTION RECORDS

a. Complete records will be maintained by the HRO to:

(1) Provide a clear record of the actions taken.

(2) Evaluate the merit promotion/placement plan.

(3) Provide proof that the filling of technician vacancies are being made on a fair and equitable basis in accordance with this article.

b. The following records are to be maintained in the HRO:

(1) Copy of the vacancy announcement.

(2) Copy of the Optional Form 612 or resume and all attached documents.

(3) Forms used in the evaluation and rating process.

(4) Record of the "Stopper List" having been cleared (for competitive positions only).

c. Records are to be maintained for a minimum of two (2) years. If a grievance is pending, records will be maintained until resolution of said grievance or the two (2) years whichever is longer.

22-21 GRIEVANCES

a. A technician who believes that proper procedures were not followed in a particular placement action for which they were an applicant may present a grievance under the grievance procedures agreed to in this contract. A grievance will not be considered when it is based solely on non-selection.

b. The Employer, upon request, will submit to the Labor Organization the sanitized material utilized in assessing the qualifications of the eligible candidates in an aggrieved promotion action. Confidentiality of promotion material will be maintained by the labor organization. The name of the applicant will not be removed from the Optional Form 612 or resume.

c. If a grievance concerning merit promotion is pending, no action to cancel the vacancy announcement will take place until the grievance is resolved. The position may be filled pending resolution of the grievance.

22-22 (Left Blank Intentionally)

22-23 INQUIRIES

Should a non-selected technician wish to know the possible reason(s) for non-selection, they may request an administrative review of their rating. The selecting official will address the areas where improvement can be made to enhance the individuals promotion potential.

ARTICLE TWENTY-THREE

POSITION DESCRIPTION

23-1 POSITION DESCRIPTION

Position descriptions will be an accurate listing of the major duties that are required by the Employer to be performed by the affected technician(s). When a new or revised Position Description (PD) is implemented, the labor organization and the affected technician(s) will receive a copy.

23-2 OTHER DUTIES AS ASSIGNED

The term "other duties as assigned" as part of the position description is defined to mean, reasonably related duties to the job/position, and should be of the same level and classification that the individual is currently graded. This does not preclude management from assigning additional, though unrelated, duties. If unrelated duties are assigned on a routine basis, the position description should be amended to include such duties. Work assignments shall not be in violation of prohibited personnel practices nor any relevant law, rule, regulation or this agreement.

23-3 ADDITIONAL DUTIES AND DETAILS

It is acknowledged that there are vacancies that exist from time to time that are not or cannot be filled due to management decisions; these duties may be equitably distributed among the remaining work force in the area of concern on a fair and equitable basis. The Employer agrees to fill bargaining unit vacancies, when possible, that would impact bargaining unit members with additional duties and/or details.

23-4 POLICY

The Employer will exercise its efforts in good faith, subject to the requirements of efficient operations, to avoid establishing additional duty requirements that would create unnecessary hardships, potential health hazards or discrimination against any employee or group of employees.

ARTICLE TWENTY-FOUR

JOB PERFORMANCE STANDARDS AND PERFORMANCE RATINGS

24-1 INTRODUCTION

The Employer and the Labor Organization recognize the vital nature of the performance evaluation process to the entire Phoenix Air National Guard. The effectiveness of the performance evaluation system is a combined responsibility of each permanent employee and his or her supervisor.

24-2 APPRAISAL PERIOD

Technicians will be given a performance appraisal annually in accordance with DEMA Directive 25.3, Technician Performance Appraisal Plan. A minimum of 120 days of continuous employment with the agency is required before an appraisal can be rendered. When a major change (a change in any critical element) to the job standard occurs within 120 days of the anniversary date, the technician appraisal will be based on the earlier standard.

24-3 IDENTIFICATION OF PERFORMANCE STANDARDS AND CRITICAL ELEMENTS

a. The current NGB TPR 430 will be used as a guide in the development of performance standards and identification of critical elements.

b. Supervisor and employee participation is essential in the establishment of performance standards and critical elements. Such standards and critical elements must be an accurate reflection of duties performed. AZHR 430-1/2 will be signed and dated prior to implementation.

c. When a supervisor and technician cannot agree on critical job elements and performance standards the reviewer participating with the appraiser will resolve any disagreement.

d. A complete copy of the performance standard will be provided to the technician at the beginning of the appraisal period and whenever a revision occurs.

24-4 THE APPRAISAL

a. At the end of the appraisal period management will review the technician's performance appraisal with the technician. The technician has the right to question the appraiser on any aspect of the appraisal.

b. A technician who is not satisfied with their performance appraisal may grieve within thirty (30) days of receipt, using the negotiation grievance procedure. (See Article 34)

c. Appraisals will not be backdated. If an appraisal cannot be performed on time (during the thirty (30) day period following the technician's anniversary) the technician will be notified by the supervisor. This notification will include an explanation for the late appraisal. When the late appraisal is accomplished the actual date will be so noted. HRO will be notified in writing within five (5) days of the appraisal due date.

d. In applying the performance standards, allowances shall be made for factors beyond the employee's control. Such factors include but are not limited to, the use of annual, sick, and administrative leave, additional work assignments, processing delays by others, and under staffing of positions.

e. Appraisal will be submitted on time and will not be backdated. The appraisal must be performed within the Technician's anniversary month. If an appraisal cannot be performed on time, the Technician and HRO will be notified in writing by the supervisor. Postponement of annual performance appraisal will be in accordance with DEMA Directive 25.3, Technician Performance Appraisal Plan.

24-5 UNACCEPTABLE PERFORMANCE

Technicians will be periodically reminded of the critical job elements and expected performance standards of their positions, and will be informed when their performance is unacceptable in any element of the job. Technicians will be assisted in improving areas of unacceptable performance by counseling, increased supervisory assistance, or additional training. However, if the technician's performance in any critical element continues to be unacceptable, despite efforts by the supervisor or manager to improve performance, consideration should be given to reassignment to another position for which the supervisor feels the technician is qualified before considering demotion or removal action. No action based on unacceptable performance may be taken until critical job elements and performance standards have been identified in writing and the technician has been given a copy of these standards, and the technician has been given at least thirty (30) days to improve his/her performance. DEMA 25.3, Para 13 contains additional guidance.

ARTICLE TWENTY-FIVE

TRAINING

25-1 TRAINING

a. Management will utilize, to the fullest extent, the present skills of technicians to enhance their knowledge through on-the-job training and other training measures, so that they may perform at their highest potential and advance in accordance with their abilities.

b. Selections for a training course established as a condition of promotion eligibility shall be in accordance with the Merit Placement Plan.

c. Military sponsored training for technician job related specialties may be conducted during technician hours.

d. The Labor Organization and Management agree to encourage technicians to participate in self-development activities in order to better qualify themselves in their work or profession, or contribute to their general overall growth and enactment as individuals.

ARTICLE TWENTY-SIX

HEALTH, SAFETY AND WELFARE

26-1 GENERAL

Management will continue to make every reasonable effort to provide and maintain safe working conditions. The Labor Organization will cooperate in safety matters and will encourage technicians to work in a safe manner. The Labor Organization and technicians will also assist by promptly reporting to the supervisors any unsafe practices or conditions, and by suggesting methods of improving safety conditions.

26-2 EXTREME HEAT

a. The Employer and the Labor Organization mutually recognize the hazards of working in extremely hot and humid conditions while at the same time, acknowledge the necessity for accomplishing certain tasks to varying extent even in the most extreme temperatures. Management acknowledges that there are certain heat factors beyond which employees are incapable of performing sustained work. Therefore, the following guidance contained in the heat condition chart indicating the countermeasures to be taken for various heat conditions is agreed to:

<u>CRITERIA</u>		<u>COUNTERMEASURES</u>	
HEAT CONDITIONS	WBGT INDEX FER.	WATER INTAKE QUARTS/HOUR	HOURLY WORK/REST CYCLE
*	below 82	0.5 pint	50/10
GREEN	82 - 84	0.5 to 1 pint	50/10
YELLOW	85 - 87	1.0 to 1.5	45/15
RED	88-89	1.5 to 2.0	30/30

* At heat condition below green, intense physical activity may cause heat injuries - use care!

** Suspend physical training and strenuous activity. If operational (non-training) mission requires strenuous activity, enforce water intake to minimize expected heat injuries.

NOTE

"Rest" means minimal physical activity. Rest should be accomplished in the shade if possible. Any activity requiring only minimal physical activity can be performed during "rest" periods. EXAMPLES: training by lecture or demonstration, minor maintenance procedures on vehicles or weapons, component bench repair, personal hygiene activities, such as skin and foot care.

b. Monitoring display procedures will be agreed upon by the Labor Organization and Management at their respective units via a Letter of Agreement with Bio-Environmental.

26-3 SAFETY SURVEY

A Labor Organization representative shall be given, on official time, the right to be present during each safety council meeting. This does not include aircraft accident investigations.

26-4 USE OF GOVERNMENT EQUIPMENT

Government equipment will be operated in a safe manner consistent with existing regulations to insure the safety and health of all technicians. Unsafe equipment will be removed from service until repaired. Speed limit restrictions will be strictly adhered to. Safety requirements and directives will be rigidly enforced.

26-5 WORKERS COMPENSATION

Employees shall immediately report job connected injuries or illnesses to their supervisor. The supervisor with the employee shall insure that the proper procedures are followed and that all necessary forms and notices are completed. If necessary, the proper federal employee compensation forms will be completed. Early filing of a workman compensation claim form is essential to assure full coverage for any job related injury or illness. When the employee is incapacitated and unable to notify the supervisor of injury or illness it shall be the supervisor's responsibility to begin procedures as soon as notification is forthcoming. For situations involving federal workers compensation, the Employer agrees to assign a coordinator to assist the employee with the necessary procedures. Employees will be fully advised by the Employer as to their rights and obligations under the Employees Federal Compensation Act.

Technicians may be entitled to a continuation of pay status (COP) for a period not to exceed forty five (45) days for any incapacitating injury or recovery period as necessitated by a doctor.

26-6 TDY SAFETY

When technicians are sent TDY for any reason, full consideration will be given to safety aspects of any job to be performed. When technicians are sent to repair an aircraft or other equipment out of commission at other than home station, full consideration will be given by the Employer to the method, the means, and the appropriate number of personnel by which such repair should be accomplished, to insure both expeditious job accomplishment and safety of personnel.

26-7 SAFETY GLASSES AND PROTECTIVE EQUIPMENT

The Employer will furnish at no cost to the technicians, safety eye glasses to include prescription lenses to technicians who are required by medical prescription to wear glasses, upon furnishing a request and justification and upon approval of the base safety officer. The technician will furnish a current eye glass prescription and new prescriptions as his/her vision changes. All issued safety glasses broken on the job will be replaced at no cost to the technician. The individual may, at his option, select either plain or tinted lenses. All protective clothing and equipment authorized by applicable regulations and TA's will be provided by the Employer at no cost to any technician. A sun block skin protective ointment will also be made available to any technician upon request.

26-8 VIDEO DISPLAY TERMINALS

Video display terminals (VDT) have been determined to be the cause of severe eye strain and other physiological problems. Therefore, each employee concerned with the operation of a VDT is authorized periodic relief from exposure.

26-9 SMOKING

Authority for the control of smoking on the installations, represented by the Phoenix Air Chapter ACT, rests with commander of those units or their designated representatives. The guidance for the discharge of such authority will be the Employer's most recent policy letter/directive.

a. The Employer and the Labor Organization recognize the importance of a safe and hazard-free work place. All work areas both inside and out should be free of airborne pollutants and contaminants. To this end, all indoor work areas should be tested to ascertain whether sufficient air flow rates exist to protect employees from these pollutants and contaminants.

b. Designated smoking areas should be placed to prevent smoke from being wind driven back into the building.

c. Smoking areas will be designated which, (1) are reasonably accessible to employees, and (2) provide a reasonable amount of protection from the elements.

d. Unit Commanders or their designated representatives will consult with the Labor Organization regarding the location of these smoking areas as well as any future changes in those areas. The Employer agrees to negotiate with the Labor Organization over any proposed changes to this smoking policy in general.

e. The Employer will provide on a semi-annual basis, at no cost in either pay or leave to the employee, smoking cessation classes which may be repeated as necessary.

26-10 HAZARD REPORTING

a. A hazard may be reported by any person and may be submitted on any event or condition that effects safety.

b. Reportable hazards include but are not limited to unsafe procedures, practices, or conditions in the following areas:

(1) ground operation and maintenance of aircraft

(2) operation and maintenance of facilities

(3) training and education programs

(4) work environment

c. Hazards should be reported to the responsible supervisor so action can be taken. Oral reports for imminent danger situations are mandatory. If conflicts arise, the safety office and the labor organization will be immediately notified. If the hazard is eliminated on the spot, no further action is required. If the hazard is not or cannot be corrected within the work center, an AF Form 457, Hazard Report, will be prepared and given to the section supervisor. Hazard reports may be submitted anonymously directly to the safety office.

d. The safety office will review and evaluate the report IAW AFI 91-301

e. If after review and processing of the report by the safety office, the originator is not satisfied, he/she may appeal IAW AFI 91-301 or file a grievance.

f. The term "Imminent danger" refers to any condition or practice in any work place which could reasonably be expected to cause death or serious physical harm (a risk of injury of any sort is not sufficient) immediately or before there is sufficient time for the situation to be eliminated through normal procedures. If the hazard presents imminent danger, the

supervisor or individual responsible for that area will take immediate action to correct the situation or apply interim control measures. If the employee is still concerned with imminent danger, one of two choices is chosen:

- (1) Set aside the concern and perform the work anyway.
- (2) Disobey the order to work and risk disciplinary action.

g. Continued refusal by the employee at this point may be justified, if there was a reasonable basis for the employee to believe that imminent danger was present.

26-11 PHYSICAL FITNESS TRAINING

On any given day, it's managements right to re-schedule (if time permits) physical fitness training for that day based on mission requirements. Technicians may be permitted up to thirty (30) minutes per day for physical fitness purposes. Activities under this program would include walking, running, cycling, and swimming. Any other sport or activities which promote physical fitness are allowable providing the individual understands the hazards associated with that activity and takes the necessary precautions to reduce the risk of injury. Any activity must start and end at the place of employment. Participation in this program will be coordinated with the supervisor.

26-12 HAZARDOUS MATERIAL COMMUNICATION TRAINING PROGRAM

a. Hazardous material information and training will be made available IAW current DOD directives and AFOSH Standard 161-21.

b. All personnel will receive the training required by the directives and standard detailing the hazards associated with chemicals used in their respective shops. Employees who handle, use, or are potentially exposed to hazardous materials in the course of official duties, will receive training on the specific hazards in their work area. This training will be conducted upon initial work area assignment and whenever a new hazard is identified or introduced into a work area. This initial training will occur before employees are exposed to hazardous materials.

c. All training will be documented either on AF Form 55 or in the computerized training record.

d. Manufacturer Safety Data Sheets (MSDS) will be available to all supervisors, all employees exposed to any chemical hazard, and/or the employee representative. The MSDS will be on file in a known location and accessible to all the above individuals. This file should be in individual shops, in some circumstances the main hanger, or a central location accessible to all individuals at all times.

26-13 UNIFORMS

The employer will furnish to each bargaining unit member, at no cost to the employee, one (1) uniform per year with all rank, insignia name and USAF tape, AMC and Wing patches and AF Badge sewn on. The employer will have the responsibility for vendor selection, monitoring and payment.

ARTICLE TWENTY-SEVEN

ENVIRONMENTAL DIFFERENTIAL PAY COMMITTEES

27-1 EDP REQUESTS

Environmental Differential Pay (EDP) requests will be handled in the manner prescribed in AZ DEMA Directive 25.5 Environmental Differential and Hazard Pay (EDP/HP) as agreed to by the Employer and the Labor Organization. The EDP committee will meet within 30 calendar days after receiving a request for EDP from an employee. The Phoenix Air Chapter (ACT) will maintain one voting seat on the EDP committee. Any Technician or group of technicians that feel a situation poses a potential or real hazard, physical hardship or working condition of any unusually severe nature may submit a situation form (AZAA HRO Form 532-1 EDP/HP Situation Form) to the EDP/HP committee, through HRO, for review.

27-2 HEAT STRESS EDP

a. The Employer and the Labor Organization mutually recognize the physical stress and hazards of working in extremely hot and humid conditions.

b. DEMA Directive 25.5 establishes procedures for the review of work situations that warrant Environmental Differential pay (EDP) and Hazard Pay (HP) determinations to document determinations on situations under which EDP or HP may or may not be paid.

c. In reference to “hot work”, management will be responsible to strictly adhere to Article 26-2, paragraph a.

d. The Employer agrees to ensure that EDP will be paid in accordance with all applicable Regulations and Directives.

27-3 EDP IN EFFECT

All differentials presently paid will remain in effect for the duration of this agreement, or until it is determined by the committee that the hazard has been practically eliminated. If the Labor Organization disagrees with the committees decision it may file a grievance to resolve the issue. If the grievance is upheld, EDP backpay will be authorized, IAW Title 5 U.S.C. and 596(b), Sec 702 as amended by PL 90-454, for the period concerned.

ARTICLE TWENTY-EIGHT

RADIOS

28-1 RADIOS

Management agrees to allow the playing of radios in work areas, ie. shops, warehouse, and offices, with discretion, as long as they are played in such a manner as not to disturb work or cause a noise disturbance.

ARTICLE TWENTY-NINE

DISCIPLINE

29-1 GENERAL

a. This article applies to matters of CONDUCT only, actions that relate to JOB PERFORMANCE will be accomplished in accordance with the agency performance appraisal system and contract modifications. It is acknowledged that in some cases, disciplinary actions are necessary; however, they should always be of a constructive nature.

b. The parties recognize that discipline should be "progressive in nature (i.e. Actions should start with a counseling and only increase in severity if conduct does not improve.) Disciplinary action will be taken for the purpose of correcting offending technicians and problem situations and maintaining discipline and morale among other technicians. Where corrective action can be accomplished through closer supervision, on-the-job training, counseling, or warnings further disciplinary actions should not be taken.

c. In order to be effective, constructive discipline must be timely. Disciplinary action must be initiated within a reasonable period of time after the offense becomes known to the individual's supervisor.

d. Disciplinary action will be IAW TPR 752 and any other procedures and requirements prescribed in this article.

29-2 INFORMAL DISCIPLINARY ACTION

a. This type of disciplinary action will consist of a counseling interview with the technician by his supervisor. The technician will be advised of the specific infraction or breach of conduct and exactly when it occurred. If the informal disciplinary action is to annotated in the individual technician's personnel file, the technician will have a labor

organization representative present if desired, and supervisors will advise the technicians of this right prior to the interview.

b. Counseling interviews may be recorded in the individual's personnel file, in pencil, and may not exceed thirty (30) days.

c. To protect the confidentiality of the records (NGB Form 904-1) and to preserve the privacy of the individual, records will normally be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.

d. An appeal of a counseling interview may be made through the negotiated grievance procedure. A successful appeal could cause any record of the counseling to be deleted.

29-3 FORMAL DISCIPLINARY ACTION

a. Formal disciplinary action consists of oral admonishments, written reprimands, suspensions, reductions in grade, and removals. Even though these actions constitute formal discipline, only suspension, reduction in grade and removal actions are considered adverse actions since they affect the pay of the technician.

b. Before disciplining a technician, the supervisor will gather all available facts and discuss them with the technician, informing the technician of the reason for the discussion. After considering the technician's response, the supervisor will then advise the technician if the discussion resolved the matter. If an oral admonishment or letter of reprimand is decided upon the following procedure will apply.

(1) An oral admonishment:

(A) Is a disciplinary action that notifies a technician to desist from a certain course of action. The supervisor will describe the offense in sufficient detail to enable the technician to understand why the admonishment is necessary. In accordance with section 29-2 of this Article, the technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the admonishment.

(B) Will be annotated in pencil (date and subject) on the NGB Form 904-1. The admonishment may not be retained longer than six (6) months.

(C) In order to protect the confidentiality of the records (NGB Form 904-1), and to preserve the privacy of the individual, records will normally be maintained at the lowest level of supervision excluded from the bargaining unit and access will be limited to management/technicians concerned and individuals to whom the technician has given written permission.

(2) Written reprimand will:

(A) Normally be signed by the appropriate supervisor and coordinated with HRO for contract and regulatory compliance.

(B) In accordance with section 29-2 of this Article, the technician may have a Labor Organization representative if so desired. The supervisor will advise the technician of this right prior to the questioning and presentation of the letter of reprimand.

(C) Describe the offense in sufficient detail to enable the technician to understand why the reprimand is necessary.

(D) Inform the technician that the letter will be filed as a temporary document in the Official Personnel Folder (OPF) [HRO] until a specific date. Retention period may not exceed one (1) year.

(3) An appeal of an oral admonishment or a letter of reprimand may be made through the negotiated grievance procedure. A successful appeal could cause the action to be withdrawn and any record of the action to be deleted.

c. If adverse action is decided upon, the procedure in Section 29-4 applies.

29-4 ADVERSE ACTIONS

a. Adverse Action is an administrative action that results in removal, suspension, or reduction in grade of any technician.

There must be a reason for taking adverse action; that reason is commonly referred to as a "cause" and is defined as "an offense against the employer/employee relationship." What constitutes a "cause" is a decision that must be made on the merits of each situation. Having a "cause" is not sufficient to warrant an adverse action. Management must also conclude that taking an adverse action will promote the efficiency of the service. This is done by establishing a relationship between the "cause" and its impact or effect upon the efficiency of the service (i.e., the technician's ability to perform his duties; the agency's ability to fulfill its mission, etc.)

b. Adverse actions will not be initiated by any supervisor without consulting with the Reviewing Official and obtaining approval of the HRO before issuing a proposed adverse action and original decisions. The following, as required by agency regulation TPR 752 will be the sequence of events for an adverse action:

Technicians will be given at least a thirty (30) calendar day notice of proposed termination and fifteen (15) day notice of proposed suspension or reduction in grade signed by the individual proposing the action. The technician or the representative will be given the opportunity to reply to the charges, in writing and/or in person, to the reviewing official.

(2) The technician will be given a Notice of Original Decision, signed by the Reviewing Official, that will state the specific action being taken. Upon receipt of the decision the technician has twenty (20) calendar days to file for an appellant review by the Adjutant General or an Administrative Hearing conducted by a National Guard hearing examiner, but not both.

(A) Technicians requesting an appeal shall state their dissatisfaction and include with the appeal any proof or other supportive documents. The appeal letter will also include whether or not the individual requests representation.

(B) If the technician requests a hearing, the HRO, will submit a written request to NGB-HR for a list of examiners. In-turn, the NGB-HR will provide a list of hearing examiners from which the Adjutant General may make a selection. A letter will be sent advising the appellant of the name of the hearing examiner. The hearing will be before the selected hearing examiner who will provide a recommendation to The Adjutant General. The Adjutant General will consider the recommendation in making the final decision. The hearing examiners per diem and travel expenses will be paid by management.

(C) An Adverse Action will be carried out and the action upheld in accordance with 32 U.S.C. 709 (f) (4) and (5). In the event of a successful appeal, back pay will be reimbursed in accordance with 5 U.S.C. Sec 702, Sec. 5596b.

29-5 RECORDS

a. In any disciplinary action, an employee will, upon written request, be furnished a copy of all written documents in the employers files which contain evidence used by the employer to support the disciplinary action. Informal notes made by supervisors that allege infractions, lateness, and the like, cannot be used in proceedings against employees, unless timely disclosed beforehand.

b. No written entry will be made in an employee's files concerning disciplinary matters without the knowledge of the employee. The employee may initial the entry if desired. The employees initials acknowledge that the employee KNOWS that an entry was made, but in no circumstance may initialing the entry be considered as an agreement with the entry or an admission of guilt.

29-6 REPRESENTATION

a. When the intention of any discussion may lead to directly to formal disciplinary or adverse action, the technician will be advised in writing of his right to represented by counsel and/or the Labor Organization representative present prior to that discussion. The following format will be used for written notification purposes:

As per the current collective bargaining agreement, when the intent of any discussion may lead directly to disciplinary or adverse action, the technician will be advised in writing of the

right to be represented by counsel and/or a Labor Organization representative prior to that discussion. This is your written notification of that right.

I understand my contractual right to Labor Organization representation and I hereby waive that right. I also understand that this waiver does not affect my right to counsel and that this waiver applies only to the current infraction and the discussion at hand.

b. If the employee accepts representation, no further questioning will take place until the representative is present. If the technician chooses not to have Labor Organization representation that waiver must be in writing. The Labor Organization will be served a copy of that waiver. Once the technician has elected to have a Labor Organization present, the interview will be delayed no more than two (2) work days from the time the employee receives notification of the interview.

c. An investigatory interview will, if representation is requested, be delayed for a reasonable amount of time, not to exceed three (3) days, until the employee(s) representative can be present.

d. A supervisor who is conducting an investigatory interview will notify the technician that the interview may lead to disciplinary action and that the employee has the right to representative IAW U.S.C. 7114, Section 2 (B)(i) & (ii).

ARTICLE THIRTY

TECHNICIAN TRAVEL

30-1 AUTHORIZATION

All travel on a national guard type aircraft shall be by those employees and persons authorized to do so.

30-2 PER DIEM

Per Diem for travel or temporary duty as a technician shall be paid at the maximum rate in accordance with the applicable Joint Travel Regulations.

30-3 SPECIAL

Any person traveling by a mode of transportation other than the authorized means shall be paid per diem only for the constructive travel time of the mode authorized. All other time used will be in an authorized leave status. An employee with a medical certification shall not be required to travel by aircraft and may use other methods of transportation, and is not bound by the above restrictions.

30-4 SEVEN (7) DAYS NOTICE

Each employee shall be given a minimum of seven (7) day notice of travel requirement, if possible.

ARTICLE THIRTY-ONE

WAGE SURVEY

31-1 LABOR ORGANIZATION PARTICIPATION

The Employer and Labor Organization agree to exchange information as soon as practical when information is received that higher authority has directed the start of an official wage survey in this area. When the wage survey lead agency requests the Employer to participate in the wage survey, the Employer will notify the Labor Organization who will nominate bargaining unit members for appointment to the wage survey data collection team. The number of personnel to be appointed to the data collection team will be determined by the lead agency.

ARTICLE THIRTY-TWO

CLASSIFICATION ACTIONS

32-1 GENERAL

a. It is agreed that before management assigns an effective date for any downgrade resulting from reclassification, management will, after impact bargaining, provide the affected technician with:

- (1) A notice, no less than thirty (30) days in advance of the effective date.
- (2) A copy of the new position description or the current position description if no changes are being effected. (attachment to (1) above)
- (3) Upon request, the OPM/Civil Service Classification Standards that the position was graded by.
- (4) Further information, knowledge and assistance on rights and appeal preparation.

NOTE: The above actions will be implemented prior to the effective date but no later than thirty (30) days prior to the effective date.

b. If any position is downgraded with a substantial change of duties and job number, it will be determined during impact and implementation bargaining what procedures will be used to accomplish the action. In all other cases downgrades resulting from reclassification will invoke a priority placement program that will precede normal merit placement procedures.

c. No personnel actions resulting directly from reclassification will be taken until management and the Labor Organization have met to negotiate the impact of the proposed action(s). The parties will meet within one (1) week after advance notice of the action(s) is provided to the Labor Organization.

d. The Labor Organization may request an on site audit or survey of the duties being performed, to be accomplished by the Human Resources Office and immediate supervisor. Such request must be submitted prior to the impact meeting between the parties. This audit or survey shall take place before the effective date of the proposed action(s). The annual position description review shall not fulfill the requirements of this audit or survey.

e. The Employer will not utilize classification actions for the purpose of either awards or punishment.

f. During the grade retention period (2 years) if a vacancy of equal or intervening grades exists for which the technician is fully qualified, the technician will be offered the position. If there is more than one fully qualified eligible technician in grade retention the internal placement plan will be utilized. For any other positions that become available that no one on the retention roster is fully qualified for, the merit promotion plan will be utilized. The people on the retention roster shall be given priority consideration.

ARTICLE THIRTY-THREE

REDUCTION-IN-FORCE

33-1 GENERAL

The Adjutant General is responsible for implementing a reduction in force.

33-2 PROCEDURES

a. Procedures relating to reduction in force will be governed by provisions contained in Title 5, C.F.R. 351, Public Law 95-454, National Guard Bureau Regulation TPR 300 (351), and this article. The detailed procedure to effectuate this article will be in accordance with

article 36 (I&I) of this Labor/Management Agreement. Further it is agreed between the parties that procedures used by management officials in exercising their authority, with respect to RIF actions, are negotiable and to that extent the Adjutant General, State of Arizona, in recognizing the responsibility of the Labor Organization to represent the bargaining unit employees, agrees to negotiate appropriate arrangements for bargaining unit employees adversely effected by implementation of this article.

- b.** No bargaining unit employee will be released from employment due to a reduction in force unless:

- (1)** That employee and such employee's exclusive representative have been given written notice at least sixty (60) day in advance of such release, and

- (2)** If the reduction in force involves the separation of a large number of employees [fifty (50) or more], the employees and their exclusive representative have been notified, at least one hundred and twenty (120) days in advance, of:

- (A)** The number of employees to be separated due to the reduction in force (broken down by geographic location, and

- (B)** When those separations are expected to occur.

NOTE: Any time an affected technician (or technicians) can be reassigned to a vacant position (positions) at the same grade or representative rate, a reduction in force will not be required. Every effort will be made to avoid the need for a reduction in force by considering normal attrition, organizational adjustments, restricting recruitment, employee-requested downgrades, and management-directed reassignments.

33-3 DEFINITIONS

- a.** Reduction-In-Force (RIF): RIF occurs when a technician is released from a competitive level by separation, change to lower grade, furlough for more than 30 days, or reassignment involving displacement of another technician, when lack of work or funds, reorganization, reclassification due to change of duties, or the need to make a place for a person exercising re-employment or restoration rights requires the agency to release the technician.

- b.** Competitive Areas: The competitive area is established as the total bargaining unit work force for all Phoenix ANG bargaining unit members.

- c.** Competitive Levels:

- (1)** A competitive level consists of all positions within a competitive area, which are in the same grade, same service (Excepted or Competitive) and are so alike in qualification requirements, duties, and responsibilities that the incumbents can be moved from one position to another without undue interruption to the work program.

- (2) Non-bargaining unit technicians will not compete with bargaining unit technicians for bargaining unit positions. Supervisory personnel affected by the same RIF will be afforded the opportunity to compete.

33-4 HRO RESPONSIBILITIES

- a. Meet with the Labor Organization to explain the need for a reduction in force and negotiate procedures to be used.
- b. After impact bargaining with the Labor Organization, notification of the RIF will be in the form of a posted written general notice as far in advance as possible.
- c. Upon posting of a general notice, a hiring freeze will be initiated on all vacancies and promotion actions.
- d. Screen the manning documents to determine which vacancies will be needed for placement action.
- e. Develop an aggressive placement program to include contact with other states, local federal activities, local government and private employers.
- f. A separate written notice will be given to each affected technician to be RIF'd at least 60 days prior to the effective date of the action. This notice will state specific actions and known alternatives to be offered to the individual.
- g. Technicians RIF'd will be placed on a Reemployment Priority List and will be notified by mail of any position opening and will be afforded priority consideration. This provision shall apply two (2) years from the notification of the RIF action.
- h. A technician who faces separation due to a reduction in force will be allowed to remain on the agencies rolls in a leave status if that technician will qualify for retirement within ninety (90) days after the effective date of the RIF. Authorized leave for this purpose include, but are not limited to, all accumulated and accrued annual leave, restored annual leave, and annual leave donated through the Voluntary Leave Transfer Program. This shall also be intended to include any and all leave earned while in a leave status.
- i. HRO will notify all affected technicians of any matter that might facilitate the delivery of rapid response assistance or other services under the Job Training Partnership Act (29 U.S.C. 1501).

33-5 RIF PROCEDURAL ENHANCEMENT COMMITTEE

The parties mutually agree to form a committee comprised of three management officials and three Labor Organization officials. The purpose of the committee will be to study and

recommend appropriate arrangements to be utilized should the implementation of this article become necessary. The Committee's recommendations will be forwarded to the Labor/Management Relations Specialist for consideration by the Adjutant General.

ARTICLE THIRTY-FOUR

GRIEVANCE PROCEDURES

34-1 GENERAL

a. A grievance is:

(1) Any complaint by any employee concerning any matter relating to the employment of the employee.

(2) Any complaint by the Labor Organization concerning any matter relating to the employment of any employee.

(3) Any complaint by any employee, the Labor Organization, or agency concerning:

(A) The effect of interpretation, or a claim of breach, of the collective bargaining agreement, or

(B) Any claimed violation, misinterpretation, or misapplication of any law, rule or regulation affecting conditions of employment.

b. The Labor Organization is assured the right to represent itself and/or each and any employee in the bargaining unit in the presentation and processing of any grievance.

c. The Employer and the Labor Organization agree that the negotiated procedure is the exclusive procedure available to the Labor Organization and the employee in the bargaining unit for processing of any grievance.

d. It is the policy of the Employer that all employees have a right to present their grievances to the appropriate management officials for prompt consideration and equitable decision. This procedure provides a means for the prompt and orderly consideration and resolution of employee(s) or Labor Organization grievances. In exercising this right, the employee(s) and the representative will be free from restraint, coercion, discrimination, or reprisal.

e. A file of formal grievances will be maintained at the activity level.

f. The Labor Organization has the right, on its own behalf or on the behalf of the bargaining unit employee(s), to present and process grievances. If an employee or group of

employees elect to present their grievance without the assistance of the Labor Organization, adjustments of the grievance may not be inconsistent with the provisions of this agreement.

34-2 EMPLOYEE INFORMAL GRIEVANCE

a. It is agreed that settling of problems may be accomplished verbally before becoming formal. Formal in this sense means a written grievance presented under Section 34-3.

b. At the informal stage, the employee and the representative will meet with the immediate supervisor and attempt to resolve the issue/problem that caused the grievance. This step is encouraged by both the Employer and the labor Organization.

c. The informal grievance must be initiated and presented within ninety (90) days of the incident giving rise to the grievance, or from the date the technician became aware of the incident, or that the incident might constitute a grievance. In order to attempt to resolve a problem before it becomes a formal grievance, the supervisor should meet with the affected technician and/or the steward within five workdays of the grievance receipt or request a meeting in an effort to informally resolve the issue. The supervisor will advise the aggrieved technician of his/her decision within five (5) workdays from the date the grievance was first presented.

d. In order to avoid misunderstanding, the technician must make clear to the supervisor that an "Informal Grievance" is being presented at the initial presentation, either orally or in writing.

34-3 FORMAL GRIEVANCE

a. Step 1

(1) If the aggrieved technician is dissatisfied with the decision reached through the informal procedures, the grievance will be reduced to writing using the agreed to form (see attach. 1) by the technician(s), or by the Labor Organization on the technician(s) behalf, or on the Labor Organization's behalf, and submitted to the next appropriate higher level supervisor with a copy to the Human Resource Office within five (5) workdays after receiving the supervisor's response as described in section 34-2c.

(2) The second level supervisor will review all material submitted by the grievant. He may call for an interview with the grievant accompanied by a Labor Organization representative, if desired. This supervisor shall render his/her decision, with directorate concurrence in writing within five (5) workdays following receipt of the formal grievance. All parties will cooperate by responding to a meeting, if requested, to try and resolve the issue through discussion at this stage. The decision reached at this stage, shall be reduced to writing with copies furnished to the parties concerned, including the Human Resources Office.

b. Step 2

If the grievance is not satisfactorily resolved at Step 1, the technician (or the Labor Organization representative at the technician's request) may forward the formal grievance to the Air Commander for the 161 ARW or the Commander for the 107 ACS, as appropriate. This will be done within five (5) workdays after receipt of the second level supervisor's written decision on the formal grievance. This management official will follow those procedures established at Step 1 in an effort to resolve the grievance. A determination of settlement will be provided to the individual and the Labor Organization, in writing, within five (5) working days. If the grievance is not sustained, a reason in writing will be provided explaining the decision.

c. Step 3

If the grievant is dissatisfied with the settlement offered by the Air Commander, an appeal will be made to the Adjutant General within five (5) working days. TAG will provide a decision within fifteen (15) working days to the grievant and the Labor Organization. If the TAG does not sustain the grievance, a reason will be provided, in writing, for non-settlement of the grievance.

Note 1: Any formal grievance elevated to Step 3 concerning Merit Promotion and Internal Placement procedures, the Employer will convene a panel for investigation and hearing. The panel will consist of two (2) managers or supervisors and the Labor Organization will appoint two (2) members. The panel will be appointed within three (3) calendar days of the receipt of the grievance and will meet within five (5) working days after they are appointed. The panel will meet in the Phoenix area and keep a complete and accurate record of the proceedings and a copy of this record will be provided to the Employer and to the Labor Organization. The panel will recommend the proper action as voted on by a majority of the panel. If the panel vote is split, each side will provide a recommended action and the reasons for such action. The panel will provide the recommendation within twelve (12) days after appointment, to the Employer. The Employer will provide a decision within five (5) working days after receiving the report and recommendation of the panel to the grievant and to the Labor Organization.

Note 2: For any grievance not covered by note one (1) above, and denied by TAG, the Labor Organization has the right to request that the TAG: 1) Supply the Labor Organization with all investigatory and/or documents used in the original action and a denial of said grievance. This is to insure the Labor Organization has all the necessary information for a determination to invoke or not invoke the provisions of Para. 34-6. 2) Submit a position as to arbitrability of the immediate grievance and the supporting rationale in writing to the Labor Organization.

Note 3: The Labor Organization and the Employer understand that circumstances may arise that will cause delays in respect to the prescribed time limits of this negotiated grievance procedure. These circumstances must be valid and presented in good faith. Such circumstances will be negotiated on a case by case basis and be kept to an absolute minimum. Failure by either party to observe the prescribed or negotiated time limits in this grievance procedure will automatically result in the conclusion of the grievance in the opposing party's favor.

Note 4: If at any time in the formal stage the grievant freely chooses to terminate the grievance, he/she will do so by a written statement of termination to the Management with a copy to the Labor Organization. Such a termination action will be binding on the technician.

34-4 LABOR ORGANIZATION/MANAGEMENT GRIEVANCE

a. GENERAL: Labor Organization initiated grievances will name the Unit Commander as respondent. Employer initiated grievances will name the Labor Organization president as respondent. The following procedures will be utilized for all such grievances.

b. Step 1: The grievance will be prepared in writing and submitted to the Unit Commander/Labor Organization president within fifteen- (15) days of the grieving party becoming aware of the event(s) constituting the grievance. Within seven (7) workdays, the parties will meet to attempt to resolve the grievance. The respondent will provide a decision, in writing, within ten (10) days, to the grieving party. Management may, within fifteen (15) workdays from the date of the decision, inform the Labor Organization that the grievance will be submitted to arbitration.

c. Step 2: If the Labor Organization is dissatisfied with the decision of the Unit Commander an appeal will be forwarded to TAG. TAG will provide a decision to the Labor Organization within fifteen (15) working days. If TAG does not sustain the grievance a reason in writing will be provided to the Labor Organization. When TAG denies a Labor Organization grievance, notes 1 and/or 2 embodied in Para. 34-3, step 3 apply. Labor Organization may, within fifteen (15) workdays from the date of the decision, inform the Employer that the grievance will be submitted to arbitration.

Note: The Labor Organization and the Employer understand that circumstances may arise that will cause delays in respect to the prescribed time limits of this negotiated grievance procedure. These circumstances must be valid and presented in good faith. Such circumstances will be negotiated on a case by case basis and be kept to an absolute minimum. Failure by either party to observe the prescribed or negotiated grievance procedure will automatically result in the conclusion of the grievance in the opposing party's favor.

34-5 EXCLUSION

The negotiated grievance procedure contained in this Article does not apply with respect to any grievance concerning the following matters which are expressly excluded from this grievance and arbitration procedure:

a. The provisions of 32 U.S.C. 709 (f) (1-5) (adverse action and RIF appeals) are expressly excluded from this grievance and arbitration procedure.

b. Equal Employment Opportunity discrimination complaints.

c. Any matter relating to prohibited political activities.

d. Any matter relating to the classification of any position which does not result in grade or pay of any employee.

e. Any examination, certification or appointment.

f. Any matter relating to retirement, life insurance, or health insurance.

g. Employee grievances based solely on non-selection from a properly developed roster of qualified candidates will not be accepted. Non-selection due to discrimination, favoritism, nepotism, or other non-merit factors is grievable.

34-6 ARBITRATION PROCEDURES

a. Arbitration will only be used to settle unresolved grievances arising under the grievance procedure Article. The decision to refer the grievance to arbitration must be submitted to the other party within thirty (30) days of the date of the final decision on the grievance. Only those matters which are not expressly excluded in the grievance procedure Article of this Agreement will be subject to arbitration.

b. The right of appeal which may exist with respect to clause (1), (2), (3), or (4) of Section 709(f) Public Law 90-486 shall not extend beyond the Adjutant General. Arbitration may be used to settle unresolved grievances, not excluded by Section 709(f) clause (1), (2), (3) or (4) of Public Law 90-486. Only the Labor Organization or the Employer may invoke the provisions of this section. If either party questions the arbitrability of a matter because of alleged conflicts with applicable existing law or circumstance, the arbitrator will simultaneously hear the question of arbitrability and the merits of the case. The arbitrator will then rule on the question of arbitrability and the merits of the case concurrently.

c. When arbitration is invoked, the party invoking arbitration may request a list of seven (7) arbitrators from the Federal Mediation and Conciliation Service (FMCS). Within seven (7) working days of receiving the list, both parties shall meet to select an arbitrator. If agreement cannot be reached regarding the selection of an arbitrator, a toss of a coin will determine which party will be selected to strike a name from the list first, then the parties will alternately strike the names from the list until only one (1) name remains. The individual's name remaining will be duly selected to hear the grievance. The parties agree that if the selected arbitrator is unavailable to hear the grievance within thirty (30) days the parties will select a new arbitrator using the above procedures. If either party fails to participate in the selection process, the arbitration action will proceed with the requesting party accomplishing the selection action.

d. Upon selection of an arbitrator, Management and the Labor Organization will meet and attempt to stipulate as to the issue to be submitted to the arbitrator. If the parties cannot agree, they will each submit to the arbitrator the issue(s) they feel should be decided by the arbitrator furnishing a copy of the submission to the other party. The need for, and the timeliness of such information submission is at the discretion of the arbitrator.

e. Expenses incurred for the arbitrator's consulting fee, travel and per diem will be shared equally by the Employer and the Labor Organization. Expenses incurred in providing services deemed necessary by both parties shall also be shared equally. Any expenses incurred in obtaining desired services or witnesses shall be borne solely by the party requesting the service or witness.

f. The arbitration hearing shall be held on a date and a location mutually agreed upon by the parties. In the event a date or location cannot be agreed upon, the arbitrator will decide both.

g. The scope of arbitration will be limited to the interpretation and application of the terms and provisions of the written Agreement and of agency or activity regulations. The jurisdiction and authority of the arbitrator is limited and confined exclusively to: the interpretation and application of the expressed provision or provisions of this Agreement; and the agency or activity regulations at issue between the parties with respect to Federal Law. Any revisions to this agreement or agency policies or regulations suggested by the arbitrator will be accomplished by the Labor Organization and the Employer.

h. Certification of compliance with the decision of the arbitrator, to include corrective action taken, where appropriate, shall be provided to the other party as soon as practical.

i. The parties understand the Federal Labor Relation Authority has promulgated regulations providing for filing of exceptions to the arbitrators award. However, if no exceptions to an award are filed during the thirty (30) day period beginning on the date the award is served on the filing party, the award shall be final and binding. The Authority has also noted that the date of service is the date the arbitration award was deposited in the U.S. mail or is delivered in person. If the award is served by mail, five (5) days are added to the period for the filing of exceptions to the award.

ARTICLE THIRTY-FIVE

UNFAIR LABOR PRACTICE NOTIFICATION

35-1 GENERAL: Prior to submitting an unfair labor practice charge, the filing party will give the other party a twenty-four (24) hour notice of their intention to file the ULP. If within that time a meeting can be scheduled to resolve the issue at hand the charging party agrees to delay the ULP filing for up to three (3) workdays from the time the notice was first given or until the meeting is concluded whichever occurs first. If no meeting arrangements can be made within the twenty-four (24) hour notice period the party may file the ULP.

35-2 PROCEDURES: The parties agree to the following procedures when unfair labor practice charges are filed:

a. When the Labor Organization files a ULP, a copy will be furnished to the Human Resources Office, Department of Emergency and Military Affairs, 5636 East McDowell Road, Phoenix, AZ 85008.

b. When management files a ULP, a copy will be furnished to the President, Phoenix Air Chapter, ACT Chapter 71, 3200 East Old Tower Road, Phoenix, AZ 85034-7263.

ARTICLE THIRTY-SIX

IMPACT BARGAINING

36-1 PURPOSE

Prior to situations arising that could adversely affect one or more members of the bargaining unit, management will negotiate with the labor organization appropriate arrangements regarding the impact of the event(s). Such negotiations will take place prior to any announcement of the proposed management action which could adversely affect a bargaining unit member's condition of employment.

36-2 APPROPRIATE MATTERS FOR IMPACT AND IMPLEMENTATION BARGAINING

a. Matters appropriate for negotiations and consultation between the parties shall include, but are not limited to, personnel policies, practices and matters which affect working conditions, to include such matters as safety, labor management cooperation, employee services, methods of grievance adjustments, appeals, granting/denial of leave, promotion plans, demotion practices, reduction in force procedures, hours of work and TDY assignment procedures.

b. Representatives by union members and/or stewards on Process Action Teams and/or Working Groups does not waive the right to formal Impact and Implementation bargaining. However labor representative is responsible to ensure the Labor Organization is kept abreast of the Process Action Team and/or Working Groups.

36-3 CHANGES AFFECTING WORKING CONDITIONS

Management agrees to hand deliver to the chapter President draft copies of appropriate regulations/policies affecting working conditions for review prior to implementation. If the labor organization desires formal discussion concerning contents of the drafts, management should be contacted within fifteen (15) working days after receipt to establish a meeting time/place to meet and confer on the matter.

36-4 MEETINGS

a. Upon notification by the labor organization, management agrees to meet and confer as soon as practicable, date and time will be by mutual consent.

b. The employer and the labor organization agree to render decisions on issues not resolved at the meetings, within five (5) working days unless it is mutually agreed otherwise.

c. Consistent with the above, and within the authority to do so, the employer agrees not to make changes in personnel policies practices and working conditions, without and until prior negotiations with the labor organization have been completed.

ARTICLE THIRTY-SEVEN

AGREEMENT ADMINISTRATION

37-1 EFFECTIVE DATE

The effective date of this agreement shall be after execution by the parties and approval by the Agency (DOD/DCPMS/FAS). Both dates will be made part of the agreement prior to distribution.

37-2 AGENCY APPROVAL

a. The head of the Agency shall approve the agreement within thirty (30) days from the date the agreement is executed by the parties if the agreement is in accordance with the provisions of applicable law, rule, or regulation.

b. If the head of the Agency does not approve or disapprove the agreement within the thirty (30) day period, the agreement shall take effect and be binding on the Employer and the Labor Organization subject to the provisions of applicable law, rule or regulation.

c. In the event that a particular article of the agreement is not approved by the Agency, the remainder of the agreement shall take effect as provided by law. The articles not approved by the Agency shall later be incorporated as negotiations or appropriate remedies dictate.

d. A particular article or section not approved by the Agency shall later be incorporated into the agreement, provided subsequent negotiations are warranted by third party decision.

37-3 AGREEMENT DURATION

This agreement will remain in effect for three (3) years from the date of approval by the Agency, or, under the provisions of P.L. 95-454, 5 U.S.C. section 7114, (c) (3) whichever is applicable.

37-4 AGREEMENT PRECEDENCE

Upon approval, this collective bargaining agreement takes precedent over any conflicting provisions in Agency regulations with respect to conditions of employment, as defined in P.L. 95-454, 5 U.S.C. section 7103 (a)(14), which predate, as well as those that postdate this agreement.

37-5 AGREEMENT AMENDMENTS/SUPPLEMENTS

a. This agreement may be subject to amendments or supplements during the agreement lifetime under one of the following procedures:

(1) Either party to this agreement may initiate negotiations for the purpose of supplementing this agreement with provisions not covered by this agreement.

(2) Either party may initiate negotiations at the midpoint of this agreement, after service of notice no later than sixty (60) days prior to the midpoint of this agreement.

b. A request for an amendment or supplement to this agreement by either party shall be in writing setting forth the need or reason for the proposed change and a summary of the change. Representatives of the Employer and the Labor Organization will meet within thirty (30) days to commence negotiations of the proposed amendment or supplement, unless a later date is mutually agreed upon. No changes other than those specified in the summary will be considered.

Approval of an amendment or supplement to the agreement will be accomplished in the same manner provided for approval of the basic agreement, if required.

37-6 NEGOTIATING A NEW AGREEMENT

Negotiations for a new agreement will commence no earlier than 150 calendar days nor later than 90 calendar days prior to the termination of this agreement. Thirty (30) days prior to the start of negotiation of a new agreement, representatives of the Employer and representatives of the Association of Civilian Technicians will meet to initiate a memorandum of understanding establishing the ground rules for the conduct of negotiations.

IN WITNESS THEREOF, THE PARTIES HAVE HERETO ENTERED INTO THIS AGREEMENT ON THIS 28TH DAY OF FEBURARY 2002.

FOR THE EMPLOYER

Chief Negotiator

Vice Chief Negotiator

Member

Member

FOR THE ORGANIZATION

Chief Negotiator

Vice Chief Negotiator

Member

Member

Member

APPROVED:

The Adjutant General

President, ACT AZ Air Chapter #71

This agreement was approved by the Department of Defense on 19 April 2002.

Chief, Field Advisory Services Division
Civilian Personnel Management Service

*Original document contains all signatures above.